

merger") as an opportunity to re-interpret the franchise agreement to require a second studio, requiring an expenditure of \$412,000 by Warner Cable.

- (b) One community used the Time Warner merger to demand that the franchise agreement requires that drops and outlets be provided to schools and other public buildings, and held up the transfer approval until all were provided. The franchise agreement requirement only required this service to be provided "upon request" by any such individual facility. This new "interpretation" of this term required extensive action by the company to comply during a very limited period of time, while a request by a particular facility could have been made at any other time if, and when, needed.
 - (c) One community used the Time Warner merger as an opportunity to re-evaluate the public access studio equipment and demand an upgrade in certain equipment and services at the cost of \$190,000 to the company.
 - (d) Numerous communities used the Time Warner merger to demand an increase in the franchise fee from 3% to 5%, even though the franchise agreement specified a 3% franchise fee.
 - (e) One community used the transfer of a franchise from a third party operator to Warner Cable to re-negotiate the line extension policy.
- (2) The franchising authority uses the transfer proceeding to request volumes of information, much of which is neither used nor useful, regarding the company or the transaction itself. Examples:
- (a) It is not unusual for a community to request volumes of information on any particular transfer. In the past, Time Warner has encountered requests for copies of all (preliminary, amendments and final documents) Securities and Exchange Commission ("SEC") and Commission filings pertaining to a particular transaction. In the case of the Time Warner merger, volumes of information were provided to numerous communities. While providing such information can be done with administrative difficulties and related costs, it is unlikely that anyone at the community actually

reads (or even needs) all of such material that is provided.

- (b) Time Warner has been required to provide financial pro formas that are specific to a particular community. This is a time-consuming diversion of valuable resources that generally is not meaningful in the MSO context, and, therefore, not productive.
- (3) The franchising authorities, to date, have had no time constraints, permitting several to either require an extraordinary long period of time to act or simply refuse to act. Examples:
- (a) One community still has not approved the Time Warner merger. This community attempted to "re-interpret" the franchise agreement in a particularly egregious manner and, after a period of time, discussions simply broke down.
 - (b) Other communities still have not approved the Time Warner merger despite repeated requests. Such communities typically are using the request to "re-interpret", or otherwise use the transaction as leverage to obtain some perceived benefit beyond, the terms of the franchise agreement.
 - (c) One community's Council has declined at least twice to pass an appropriate resolution, drafted by Time Warner and provided to its Clerk four times between March and November 1992, regarding the transfer from Warner Cable to the Time Warner Entertainment joint venture of the system serving that community. The Council refuses to provide any explanation or to instruct the Clerk to communicate with Time Warner to inform it of the Council's decision, or to ask any questions or indicate any concerns that the Council has. Time Warner only knows that the Council so declined after repeated inquiries of the Clerk. Recently, Time Warner was told that the Council was "unsatisfied" with Warner Cable, but no reasons have been given and no previous communications with the community's representatives suggested any dissatisfaction. Time Warner had offered to come to a Council meeting to answer any questions, but recently was also told that the Council does not want a meeting and that Time Warner's representatives are not welcome to attend a Council meeting.

- (4) The franchising authority, not fully understanding the appropriate nature and scope of their review, uses the transfer approval process to effect inappropriate policy objectives beyond their jurisdiction or authority.

Examples:

- (a) This was most common in the context of transfer approvals necessitated by the creation of the Time Warner Entertainment joint venture, in which the Japanese partners were an issue in some communities.
 - (i) One community simply refuses to even consider a request for no apparent reason, but Time Warner has reason to believe the objection is due to the involvement of Japanese partners.
 - (ii) At least two communities have expressly refused to approve the transfer. In one such case, one elected official stated that fifty years ago he had a license to shoot the Japanese, so he could not vote to give them an authorization to do business in his community today.
- (b) One city attorney indicated verbally that consent to a transfer would be granted if Time Warner agreed to freeze subscriber rates in that community for three years, even though the community was exempt from rate regulation under applicable Commission Rules.

The need for definiteness about the commencement and running of the 120 day period requires advance identification by the Commission of reasonable and uniform information requirements sufficient "to begin an evaluation of a request for approval of a sale or transfer".⁶⁰ These requirements should preempt a franchise authority's right to require specific additional information. There is a clear need for the Commission's information requirements to provide a meaningful standard that

⁶⁰1991 House Report at 120; 1990 House Report at 118. See also Time Warner Comments at n.63, and related text.

will preempt the discretion of some franchising authorities to request a broad and unlimited range of information and documents that may be interesting but are not necessarily relevant or useful. To assure the benefit of Section 617(e), an applicant must know in advance with reasonable certainty what information it must provide. Franchising authorities must not be allowed to stall decisions beyond 120 days without consent.⁶¹

B. The Commission should adopt a mandatory form for local approvals which, when filed complete, will commence the 120 days.

After reviewing the comments received in response to this Notice, Time Warner recommends that the Commission adopt a uniform form of application that would be used by system operators, and that must be accepted by local or state authorities, to request any required approval by a local or state authority of a transfer or assignment involving a cable system. Time Warner proposes that the uniform application the Commission adopt for purposes of Section 617(e) be substantially similar to Appendix A to these reply comments. This proposed form is modeled after Commission forms used for transfers and assignments of CARS and broadcasting licenses that involve a substantial change of control. The information requirements in the proposed form reflect the information that is relevant to, and at the least is sufficient for the franchising authority to begin,

⁶¹See Time Warner Comments at 47-48; Liberty Media Comments at 49-51; TCI Comments at 57; Cablevision Industries/Comcast Comments at 29-30; Industry Group Comments at 21-23; Cablevision Systems Comments at 13; and NCTA Comments at 51-52.

consideration of any assignment or transfer. Such information principally relates to the qualifications of the assignee or transferee,⁶² but also reflects the possibility that a franchise agreement may require other specific information.

III. MMDS AND SMATV CROSS-OWNERSHIP PROHIBITIONS

A. Cross-ownership of cable and MMDS systems.

As Time Warner noted in its initial comments in this proceeding, and as the Commission states in the Notice, Congress' cable/MMDS cross-ownership prohibition in the 1992 Cable Act and the cable/MMDS cross-ownership prohibition in the Commission's rules have a common purpose: the promotion of competition in multichannel video distribution.⁶³ Based upon the similar goals behind the prohibitions, the Commission tentatively concludes that its cable/MMDS cross-ownership rules effectively implement the 1992 Cable Act's cable/MMDS cross-ownership prohibition. Despite certain differences between Congress' and the Commission's prohibitions, Time Warner believes, as do many other commenters, that the Commission's tentative conclusion is correct.⁶⁴

⁶²See, e.g., Time Warner Comments at 49-53; Liberty Media Comments at 49-50; TCI Comments at 57; Cablevision Industries/Comcast Comments at 28-29; Industry Group Comments at 22; Cablevision Systems Comments at 14; and NCTA Comments at 51.

⁶³See Time Warner Comments at 54; Notice at ¶ 25; and 47 U.S.C. § 533.

⁶⁴See Time Warner Comments at 54-57; Joint Comments of Three Rural Telephone Companies at 3-6; Comments of National Association of Telecommunications Officers and Advisors, et al,
(continued...)

In the 1992 Cable Act, Congress gave the Commission broad authority to waive the Act's requirements regarding cross-ownership where a waiver would have the effect of extending video programming to "all significant portions of a franchise area."⁶⁵ The Commission's rules currently contain a public interest waiver standard which would allow a cable operator to hold an MMDS license where it is able to demonstrate that the proposed MMDS facility is necessary for the delivery of video programming to significant portions of the franchise area. Such a waiver standard would, accordingly, satisfy Congress' purpose in specifically providing a cross-ownership waiver mechanism in the Act.

In addition, the waiver authority Congress has given the Commission over the cable/MMDS cross-ownership prohibition clearly covers the Commission's adoption of a rural exemption to the prohibition. As Time Warner and others explained in their initial comments, a rural exemption to the cable/MMDS cross-ownership prohibition encourages the extension of cable service to rural areas where independent MMDS operations might not be economically viable.⁶⁶ Indeed, the rural exemption was adopted by the Commission on the basis of a demonstrated need to speed

⁶⁴(...continued)
at 18; Comments of Tribune Regional Programming, Inc., at 3-6;
and NCTA Comments at 55-57.

⁶⁵47 U.S.C. § 533(a)(2)(B).

⁶⁶See Time Warner Comments at 54-55; NCTA Comments at 56; and
Comments of National Telephone Cooperative Association at 2-3.

the introduction of multichannel video programming service to sparsely populated areas.⁶⁷ As such, a rural exemption complements and is a logical extension of the cross-ownership waiver mechanism.

Finally, the local programming exception to the Commission's cable/MMDS cross-ownership rules allows cable operators the limited opportunity to use MMDS channels to achieve the wider distribution of locally produced programming not otherwise available to viewers in its franchise area. As such, the local programming exception to the Commission's rules merely extends the ability of cable operators to transmit video programming service of a local nature to portions of its franchise area that might not receive such programming by other means. Not only is this consistent with Congress' intent in providing the Commission the authority to waive the cable/MMDS cross-ownership rules, but it also furthers Congress' stated interest in "fostering diversity and localism."⁶⁸ Accordingly, retention of the local programming exception is fully consistent with both the spirit and the letter of the 1992 Cable Act.

B. Cross-ownership of cable and SMATV systems.

In its initial comments, Time Warner urged the Commission to implement the cable/SMATV cross-ownership prohibition in a manner

⁶⁷See Second Report and Order in General Docket Nos. 90-54 and 80-113, 6 FCC Rcd 6792 (1992).

⁶⁸See H.R. Conf. Rep. No. 862, 102d Cong., 2d Sess. (1992) at 85.

that faithfully carried out Congress' stated desire to balance the goal of increasing media diversity against the legitimate needs of existing media outlets to provide service to customers in the most cost efficient manner.⁶⁹ This balancing of interests is embodied in the carefully drafted statutory language which prohibits only the provision of SMATV service by cable operators that is separate and apart from any franchised cable service and that is offered in any portion of the franchise area served by the cable operator's cable system. Where any of the three elements is not present, the cross-ownership prohibition does not apply.

Significantly, the preponderance of comments addressing the issue supported a carefully crafted approach to implementing the cross-ownership prohibition and opposed an outright ban of the common ownership of all cable and SMATV facilities. For example, commenters were nearly unanimous in their view that in prohibiting the provision of SMATV service separate and apart from franchised cable service, the statute did not prohibit cable operators from acquiring existing SMATV operations where the SMATV service either is made subject to the requirements of the cable operator's local franchise agreement or where the SMATV facilities are integrated into the cable system operations.⁷⁰

⁶⁹S. Rep. No. 92, 102d Cong., 1st Sess. (1991) at 46; S. Rep. No. 381, 101st Cong., 2d Sess. (1990) at 40.

⁷⁰See Viacom Comments at 24-25; Comcast Comments at 30-31; Joint Comments of National Private Cable Association, MaxTel (continued...)

The only point on which the various commenters did not agree was on the issue of how much time a cable operator should be given to integrate an acquired facility into its existing cable operations following the acquisition. Suggested time periods ranged from ninety days proposed by NPCA/MaxTel to two years proposed by Viacom.

As noted by Time Warner in its initial comments, a reasonable amount of time is needed in order to integrate the SMATV system into its existing cable operations following the acquisition of the SMATV facility by a cable operator. Time Warner continues to believe that six months from the acquisition is the minimum amount of time in which it would be reasonable to require that integration be accomplished. The ninety day period proposed by NPCA/MaxTel does not provide enough time for equipment ordering and delivery, system construction, and the possibility that the SMATV internal building wiring may need to be replaced in order to meet the technical specifications for cable system performance and FCC requirements. Furthermore, in many areas of the country, seasonal weather conditions could preclude accomplishing most of this work (other than equipment ordering) within ninety days. Accordingly, the Commission should not allow less than six months for operators to integrate SMATV

⁷⁰(...continued)
Associates Limited Partnership, MSE Cable Systems and Pacific Cablevision at 10-14; TCI Comments at 59-60; Cablevision Systems Comments at 20-21; and Industry Group Comments at 32.

facilities into their cable operations and should make available its waiver process where additional time is needed.

Several cable system competitors argue that the cross-ownership prohibition contained in the 1992 Cable Act should only apply to prevent cable operators from providing SMATV or MMDS service but should not apply to prevent SMATV and MMDS operators from providing cable service within their SMATV/MMDS service areas.⁷¹ For example, Liberty Cable Company, Inc. ("Liberty Cable"), an operator of SMATV systems in New York City, argues that application of the statutory cross-ownership prohibition to SMATV operators might preclude those operators from obtaining a franchise and providing cable services in competition with existing cable operators.⁷² Similarly, Nationwide Communications, Inc. ("Nationwide"), argues that application of the cross-ownership prohibition to non-traditional "SMATV-owned cable systems" will stifle rather than further competition.⁷³ These arguments are without merit.

Initially, nothing in the language in the statute purports to prevent an SMATV operator such as Liberty Cable from obtaining a franchise to provide cable service. Rather, the statute only makes it "unlawful for a cable operator . . . to offer satellite

⁷¹See Comments of Transworld Telecommunications Inc. at 1-3; Comments of Liberty Cable Company, Inc. ("Liberty Cable Comments") at 3-4; and Comments of Nationwide Communications, Inc. ("Nationwide Comments"), at 2-8.

⁷²Liberty Cable Comments at 3-4.

⁷³Nationwide Comments at 5-8.

master antenna service separate and apart from any franchised cable service, in any portion of the franchise area served by that cable operator's cable system."⁷⁴ Thus, under the statute, Liberty Cable is free to seek a franchise to provide cable service in any jurisdiction which it desires, including New York City. What the statute would prohibit Liberty Cable from doing is to continue providing SMATV service separate and apart from its franchised cable service⁷⁵ in those portions of its franchised service area where it has both SMATV and cable facilities. In these areas, Liberty Cable could continue to provide competitive service on the same basis as its competitors. That is, Liberty Cable would be required to integrate its SMATV facilities into its cable operations and subject them to regulation under its cable franchise. Of course, those of Liberty Cable's existing facilities that were outside of its franchised cable service area could continue to be operated as unregulated SMATV facilities since any such facilities are entirely outside the narrowly crafted cross-ownership prohibition. In this respect, the statute imposes the same regulatory constraints on both SMATV operators and cable

⁷⁴47 U.S.C. § 533(a)(2).

⁷⁵Because Liberty Cable was not a "cable operator" on the date of enactment of the 1992 Cable Act, Section 613(a)(2)(A) of the statute, which grandfathers existing cross-ownership interests, would not apply to any subsequently constructed or acquired cable television system operated by Liberty Cable. See 47 U.S.C. § 533(a)(2)(A).

operators who seek to expand their operations by acquiring or constructing SMATV facilities outside of their service areas.

Unlike Liberty Cable, Nationwide currently holds a franchise to provide cable service within portions of the City of Houston.⁷⁶ Even though Nationwide admittedly utilizes public rights-of-way and is a franchised cable operator, it argues that the cross-ownership prohibition should only be applied to "traditional" cable systems but not to SMATV systems that are legally considered cable systems because they use public rights-of-way.⁷⁷ There is absolutely no support for this position in the statute. The cross-ownership prohibition clearly applies to prevent cable operators from providing SMATV service separate and apart from any franchised cable service within their franchised service areas. The statute applies to all cable systems, and does not create an exception for smaller or "non-traditional" cable systems as Nationwide advocates. As noted above, uniform application of the statute does not in any way stifle competition but rather promotes competitive parity among all providers of video programming services to residents of multiple dwelling

⁷⁶Nationwide Comments at 6.

⁷⁷Nationwide provides no basis to distinguish traditional from non-traditional cable systems. Even if a means for distinguishing between these two types of cable systems could be discerned, any such distinction would be inconsistent with Congress' intent to apply the provisions of Title VI of the Communications Act to all cable systems. SMATV facilities are defined as an exclusion to the cable system definition; therefore, a facility is either a cable system or a SMATV and not both. See Time Warner Comments at 61, n.90.

units ("MDUs"). If the MDU is not within the cable operator's franchised service area, there is no bar to providing SMATV service. Where the MDU is within that portion of the franchised area served by the franchised cable system, service can still be provided as long as it is provided under the franchise and not as an independent unregulated service. Thus, nothing in the statutory limits on cross-ownership in any way prevents either unfranchised SMATV operators, such as Liberty Cable, or franchised cable systems, such as Nationwide, from providing competitive service to residents of multiple dwelling units.

CONCLUSION

Only the Commission can ensure that Section 617 is interpreted and enforced in an appropriate and consistent manner to the limited scope of transactions that need to be subject to the three year holding requirement. Many local franchising authorities would rigidly apply the three year holding requirement to an unwarranted scope of transactions.

The Commission should adopt a mandatory application form, with preemptive informational requirements, for any required local or state approval of a transfer or assignment. Otherwise, local and state franchising authorities can and will undermine Congress' intent to limit to 120 days the duration of their power to disapprove a transfer.

The Commission's present cable/MMDS cross-ownership regulations effectively implement the 1992 Cable Act's prohibitions. Its existing waiver and exception standards for

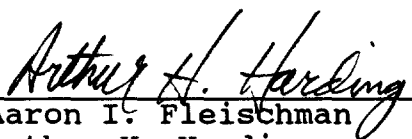
cable/MMDS cross-ownership should be retained and extended to cable/SMATV cross-ownership.

The Commission should apply the cable/SMATV prohibition narrowly, consistent with the statutory language and Congress' intent. A cable operator should be given at least six months to integrate an acquired SMATV system into its cable system. Moreover, the Commission should clarify that the ban applies equally to SMATV operators and cable operators, including SMATV systems that are legally considered cable systems because they use public rights-of-way.

Respectfully submitted,

TIME WARNER ENTERTAINMENT
COMPANY, L.P.

By:



Aaron I. Fleischman
Arthur H. Harding
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1400 Sixteenth St., N.W.
Sixth Floor
Washington, D.C. 20036

Date: March 3, 1993

Its Attorneys

APPENDIX A

**APPLICATION FOR CONSENT OF FRANCHISING AUTHORITY
TO TRANSFER OF CONTROL OR ASSIGNMENT
OF CABLE TELEVISION FRANCHISE**

SECTION I - GENERAL INFORMATION

1. Application for: ☐ Assignment of Franchise
☐ Transfer of Control
2. Franchising Authority: _____
3. Identify System/franchise that is the subject of the assignment or transfer of control.

- 4.(a) Indicate the name, mailing address, and telephone number of the applicant.

LEGAL NAME OF APPLICANT <i>(If individual, list last name first.)</i>				
CONTINUE NAME HERE IF NEEDED				
ASSUMED NAME USED FOR DOING BUSINESS <i>(if any)</i>				
MAILING STREET ADDRESS OR P.O. BOX				
CITY	STATE	ZIP CODE	AREA CODE	TELEPHONE NO.

- (b) Indicate Internal Revenue Service Employer Identification (E.I.) Number used by the applicant.
If the applicant has no E.I. Number, use Social Security Number. _____

- (c) Indicate the name, mailing address, and telephone number of person to contact,
if other than applicant.

NAME OF CONTACT PERSON <i>(Last name first.)</i>				
CONTINUE NAME HERE IF NEEDED				
FIRM OR COMPANY NAME <i>(if any)</i>				
MAILING STREET ADDRESS OR P.O. BOX				
CITY	STATE	ZIP CODE	AREA CODE	TELEPHONE NO.

Attach as an Exhibit the name, mailing address, and telephone number of each additional person who should be contacted, if any.

Exhibit No. _____

(d) Indicate the address where the System's records will be maintained.

STREET ADDRESS		
CITY	STATE	ZIP CODE

5.(a) Attach as an Exhibit a copy of the contract or agreement that provides for the assignment or transfer of control (including any exhibits or schedules thereto necessary in order to understand the terms thereof). If there is only an oral agreement, reduce the terms to writing and attach. *(Confidential trade, business, pricing or marketing information, or other information not otherwise publicly available, may be redacted).*

Exhibit No. _____

(b) Does the contract submitted in response to (a) above embody the full and complete agreement between the transferor/assignor and the applicant?

☐ Yes ☐ No

If No, explain in an Exhibit.

Exhibit No. _____

SECTION II - APPLICANT'S LEGAL, FINANCIAL AND TECHNICAL QUALIFICATIONS

1. Applicant is:

☐ Corporation

(State jurisdiction of incorporation: _____)

(State name and address of registered agent in such jurisdiction:

☐ Limited Partnership

(State jurisdiction in which formed: _____)

(State name and address of registered agent in such jurisdiction:

☐ General Partnership

(State jurisdiction whose laws govern formation: _____)

☐ Individual

☐ Other

(Describe on an Exhibit)

Exhibit No. _____

2. If it is a limited partnership, the applicant certifies that no limited partner will be involved in any material respect in the management or operation of the cable television system that provides the services authorized by the franchise.

☐ Yes ☐ No

If the answer is No, the applicant must complete Question 3 below with respect to any limited partner actively involved in such activities of the partnership.

3. List the applicant, and, if the applicant is not a natural person, each of its officers, directors, stockholders beneficially holding more than 10% of the outstanding voting shares, general partners, and limited partners holding an attributable partnership interest of more than 10%. Use one column for each individual or entity. Attach additional pages if necessary.

(Read carefully - The lettered items below refer to corresponding lines in the following table.)

(a) Name, residence, occupation or principal business, and principal place of business. (If other than an individual, also show name, address and citizenship of natural person authorized to vote the voting securities of the applicant that it holds). List the applicant first, officers next, then directors and, thereafter, remaining stockholders and/or partners.

(b) Citizenship.

(c) Relationship to the Applicant (e.g., officer, director, etc.)

(d) Number of shares or nature of partnership interest.

(e) Number of votes.

(f) Percentage of votes.

(a)		
(b)		
(c)		
(d)		
(e)		
(f)		

4. If the applicant is a corporation or a limited partnership, is the applicant formed under the laws of, or duly qualified to transact business in, the State or other jurisdiction in which the System operates? ☐ Yes ☐ No

If the answer is No, explain in Exhibit:

Exhibit No. _____

5. Has the applicant had any interest in or in connection with any of the following:

- (a) an application which has been dismissed with prejudice by the Federal Communications Commission ("FCC")? ☐ Yes ☐ No
- (b) an application which has been denied by the FCC? ☐ Yes ☐ No
- (c) an FCC license which has been revoked? ☐ Yes ☐ No
- (d) an application in any FCC proceeding which left unresolved character issues against the applicant? ☐ Yes ☐ No

If the answer to any of the questions in 5 is Yes, describe circumstances in an Exhibit.

Exhibit No. _____

6. (a) Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the applicant in a civil, criminal or administrative proceeding, brought under the provisions of any law or regulation related to the following: any felony; revocation, suspension or involuntary transfer of any authorization (including cable franchises) to provide video programming services; mass media related antitrust or unfair competition; fraudulent statements to another governmental unit; or employment discrimination? ☐ Yes ☐ No
- (b) Is there now pending in any court or with any administrative body any proceeding involving any of the matters referred to in (a) above? ☐ Yes ☐ No

If the answer to either (a) or (b) is Yes, attach as an Exhibit a full description of the persons and matter(s) involved, including an identification of any court or administrative body and any proceeding (by dates and file numbers, if applicable), and the disposition or present status of such proceeding.

Exhibit No. _____

7. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights with respect to any attributable interest as described in Question II.3(a) (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)? ☐ Yes ☐ No

If Yes, provide particulars in an Exhibit.

Exhibit No. _____

8. Do documents, instruments, agreements or understandings for the pledge of stock of the applicant, if not a natural person, as security for loans or contractual performance, provide that: (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of any ownership rights by a purchaser at a sale described in (b), any prior consent of the FCC and/or of the franchising authority, if required pursuant to the terms of the franchise that is the subject of this application, to which this application is made will be obtained? ☐ Yes ☐ No

If No, attach as an Exhibit a full explanation.

Exhibit No. _____

9. (a) The applicant certifies that it has sufficient net liquid assets on hand or available from committed resources to consummate the transaction and operate the facilities for three months. ☐ Yes ☐ No

(b) Attach as an exhibit the most recent financial statements, including a balance sheet and income statement for at least one full year, for the applicant or parent entity that has been prepared in the ordinary course of business, if any such financial statements are routinely prepared. Such statements, if not otherwise publicly available, may be marked CONFIDENTIAL and will be maintained as confidential by the franchise authority and its agents.

Exhibit No. _____

10. Set forth on an Exhibit a narrative account of the applicant's technical qualifications, experience and expertise regarding cable television systems, including, but not limited to, summary information about appropriate management personnel that will be involved in the System's management and operations. The applicant may, but need not, list a representative sample of cable systems currently or formerly owned or operated.

Exhibit No. _____

11. Attach as an exhibit a schedule of any and all additional information or material filed with this application that is identified in the franchise as required to be provided to the franchising authority when requesting its approval of the type of transaction that is the subject of this application.

Exhibit No. _____

CERTIFICATIONS

All the statements made in the application and attached exhibits are considered material representations, and all the exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

The applicant certifies that:

- (a) Applicant has a current copy of the FCC's Rules governing cable television systems.
- (b) Applicant has a current copy of the franchise that is the subject of this application, and of any applicable state laws or local ordinances and related regulations.
- (c) Applicant will use its best efforts to comply with the terms of the franchise and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation of the System, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	SIGNATURE	DATE
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	PRINT FULL NAME	
<p><i>(Check appropriate classification)</i></p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 20%;"> <input type="checkbox"/> Individual </div> <div style="width: 20%;"> <input type="checkbox"/> General Partner </div> <div style="width: 20%;"> <input type="checkbox"/> Corporate Officer (Indicate title: _____) </div> <div style="width: 20%;"> <input type="checkbox"/> Other (Explain: _____) </div> </div>		